

Can Parties Use Settlement Agreements to Vacate a Prior Judgment?

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In *Hartford Accident and Indemnity v. Crum & Forster Specialty Insurance et al.*, the Eleventh Circuit recently reversed a District Court's decision refusing to vacate its prior judgments even though vacatur was a condition of a settlement agreement negotiated between two litigating parties. The Eleventh Circuit found the District Court abused its discretion and misapplied the Supreme Court's decision in *U.S. Bancorp Mortgage Company v. Bonner Mall Partnership*, which sets out an equitable approach that generally counsels against granting requests for vacatur made after the parties settle, absent exceptional circumstances. The Eleventh Circuit decision is consistent with analyses out of the [First](#) and [Second](#) Circuits... [Continue Reading](#)